

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION

JEFFREY DUPRIEST AND
RACHEL GILMORE

Plaintiffs,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT ARKANSAS

APR 04 2019

JAMES W. MCCORMACK, CLERK
By: [Signature] DEP CLERK

Case No: 4:19cv230-SWC

This case assigned to District Judge [Signature]
and to Magistrate Judge [Signature]

NOTICE OF REMOVAL

Defendant, ALLSTATE INSURANCE COMPANY. ("Allstate" or "Defendant"), removes this case from the Circuit Court of the Sixth Judicial Circuit, Pulaski County, Arkansas, to the United States District Court for the Eastern District of Arkansas, Western Division, pursuant to: (i) 28 U.S.C. §§ 1441 and 1446; and (ii) the Class Action Fairness Act of 2005 ("CAFA"), codified in pertinent part at 28 U.S.C. §§ 1332(d) and 1453, and states as follows:

I. BACKGROUND

1. Plaintiffs, Jeffrey DuPriest ("DuPriest") and Rachel Gilmore ("Gilmore") (collectively "Plaintiffs"), filed this civil action against Allstate Insurance Company on or about March 4, 2019, in the Circuit Court of the Sixth Judicial Circuit, in and for Pulaski County, Arkansas, case no. 60CV-19-1235 ("State Court Action" or "Complaint").¹

2. Allstate was served with a Summons and the Complaint on March 5, 2019. Thus, this Notice of Removal is timely filed in accordance with 28 U.S.C. § 1446.

¹ Pursuant to 28 U.S.C. § 1446(a), a copy of the Complaint, Summons, and Civil Cover Sheet are attached as part of Composite Exhibit 1.

3. Plaintiffs filed the State Court Action on behalf of themselves and a putative class of allegedly similarly situated individuals named as insureds under Arkansas motor vehicle policies issued by Allstate.

4. Plaintiffs allege they were each insured under Arkansas motor vehicle insurance policies issued by Allstate. However, a review of Allstate's records revealed that Plaintiff DuPriest, at all relevant times, was not insured by Defendant Allstate Insurance Company. At the time of his total loss accident, DuPriest was insured by Allstate Property and Casualty Insurance Company ("AP&C").² Accordingly, AP&C adjusted his total loss claim – not Allstate Insurance Company.

5. DuPriest alleges that he was involved in a motor vehicle accident on October 6, 2016. Gilmore similarly alleges that she was involved in a motor vehicle accident on November 16, 2016. They each allege that a claim was made with Allstate arising from their respective accidents, and that Allstate declared each of their vehicles a total loss under the governing insurance policy. Plaintiffs assert Allstate undervalued each of their respective total loss vehicles. Notably, DuPriest's claim was made under his policy with AP&C, not with Allstate, and therefore it was AP&C that declared his vehicle a total loss under the governing insurance policy, not Allstate.

6. Plaintiffs seek declaratory relief as well as compensatory damages, punitive damages, and attorneys' fees, and assert causes of action for: 1) violations of the Arkansas Deceptive Trade Practices Act, 2) Fraud in the Inducement, 3) Bad Faith, and 4) Breach of Contract.

7. Plaintiffs seek certification of the following proposed class:

² See Declaration of Joel DeWall ("DeWall Decl.") at ¶ 6, attached as Exhibit 2.

All individuals insured by Allstate under a policy issued or effective in Arkansas who: (a) had a total loss claim with Allstate, (b) that received a settlement calculated using CCC One Report; (c) during the period from February 28, 2014 to the present.³

8. Plaintiffs allege that Allstate's methods to value total loss claims violates its contracts with its insureds and Arkansas law.⁴

9. Plaintiffs further allege that Allstate utilizes a total loss valuation database and attendant software platform developed and marketed by CCC Information Services, Inc. ("CCC"), which generates a CCC One Report.⁵

10. Plaintiffs contend that Allstate's use of CCC One Reports is an improper method for determining the actual cash value of total loss vehicles alleging that it "systematically undervalues vehicles by making a series of arbitrary and unexplained adjustments to the vehicles contained in the report. These adjustments serve to immediately lower the cash price paid to covered parties."⁶

II. GROUND FOR REMOVAL

11. This case is removable, and this Court has jurisdiction over this action, under CAFA, 28 U.S.C. § 1332, 28 U.S.C. § 1441(a) and (b), and 28 U.S.C. § 1453, because (1) this is a putative class action with more than 100 putative class members, (2) there is minimal diversity among the parties; and (3) the Complaint places into controversy an amount that exceeds \$5,000,000 in the aggregate.

12. CAFA reflects Congress's intent to have federal courts adjudicate substantial class action suits brought against out-of-state defendants. To that end, CAFA provides that class actions

³ Complaint at ¶ 59.

⁴ Complaint at ¶ 2.

⁵ Complaint at ¶ 11.

⁶ Complaint at ¶ 15.

filed in state court are removable to federal court if they meet certain basic prerequisites. Specifically, CAFA expanded federal jurisdiction over class actions by amending 28 U.S.C. § 1332 to grant original jurisdiction where the putative class contains at least 100 class members; any member of the putative class is a citizen of a State different from that of any defendant; and the amount in controversy exceeds \$5,000,000 in the aggregate for the entire class, exclusive of interest and costs. 28 U.S.C. § 1332(d).

13. When subject matter jurisdiction under CAFA is invoked, the court must give strong preference to the resolution of interstate class actions in federal court. *Westerfield v Independent Processing, LLC*, 621 F.3d 819, 822 (8th Cir. 2010). Moreover, even if uncertain about whether all matters in controversy in a purported class action do not in the aggregate exceed the sum of \$5,000,000, the federal court should err in favor of exercising jurisdiction over the case. *Alexander v. Pipeline Productions, Inc.*, 2018 WL 3045179 (E.D. Ark. 2018).

14. This suit satisfies all of the requirements under CAFA for federal jurisdiction because (1) the putative class exceeds 100 members; (2) members of the proposed class have a different citizenship from Allstate; and (3) the amount in controversy exceeds \$5,000,000. *See* 28 U.S.C. § 1332(d).

A. The Putative Classes Exceed 100 Members

15. CAFA requires that the class consist of at least 100 persons. 28 U.S.C. § 1332(d)(5). That requirement is met here. While Plaintiffs do not quantify the number of putative class members in the Complaint, a review of Allstate's records indicate that there were approximately 2,443 Arkansas insureds whose total loss vehicles were adjusted with a CCC One Report during the five year class period alleged by Plaintiffs under an Allstate policy.⁷ Additionally, a review of

⁷ See Declaration of Kevin Bolkema ("Bolkema Decl.") at ¶ 5, attached as Exhibit 3.

AP&C's records indicates that there were approximately 9,795 Arkansas insureds whose total loss vehicles were adjusted with a CCC One Report during the five year class period alleged by Plaintiffs under an AP&C policy.⁸

B. There Is Minimal Diversity Among the Parties

16. The second CAFA requirement is minimal diversity, i.e., at least one putative class member must be a citizen of a different state than any one defendant. 28 U.S.C. § 1332(d)(2).

17. Plaintiffs allege that each is a citizen of the State of Arkansas.⁹

18. Plaintiffs seeks to represent a class consisting of individuals whose motor vehicles were insured under a policy of insurance issued in Arkansas.

19. Plaintiffs allege that Allstate is incorporated in the State of Delaware and has its principal place of business in Northbrook, Illinois.

20. In an attempt to avoid complete diversity Plaintiffs also erroneously allege that Allstate is “also a citizen of each state of which Plaintiffs and all putative class members are Citizens”, namely Arkansas, relying on 28 U.S.C. § 1332(c)(1).¹⁰ Plaintiffs contend that Section 1332(c)(1) deems a liability insurer to have the same citizenship as its insured if the insurer is sued in a direct action and the insured is not also named as a defendant in order to deem Allstate to be a citizen of Arkansas and destroy diversity.

21. Plaintiffs are incorrect and their reliance on 28 U.S.C. § 1332(c)(1) is wholly misplaced. The “direct action” provision is inapplicable as it is not intended to encompass all actions against insurers, but only situations in which an injured party is permitted to sue a tortfeasor's insurer directly and without joinder of the tortfeasor. *Moore v. State Farm Mutual*

⁸ Ex. 2 – DeWall Decl. at ¶ 5.

⁹ Complaint at ¶¶ 3-4.

¹⁰ Complaint at ¶ 5.

Automobile Insurance, 2010 WL 11565378, at *2 (W.D. Ark. 2010); see *Inman v. MFA Mutual Insurance Co.*, 264 F.Supp. 727 (D.C. Ark. 1967).

22. Allstate is an Illinois corporation with its principal place of business located in Northbrook, Illinois.¹¹ AP&C is an Illinois corporation with its principal place of business located in Northbrook, Illinois.¹²

23. Thus, there is minimal diversity, as the Plaintiffs and putative class, are citizens of Arkansas, and Allstate and AP&C are (and were at the time of the filing of the Complaint and all times intervening) citizens of Illinois. This prerequisite of CAFA is met. 28 U.S.C. § 1332(d)(2).

C. The CAFA Amount in Controversy Is at Least \$5,000,000

24. CAFA requires that the amount in controversy exceed \$5,000,000 for the entire putative class in the aggregate, exclusive of interest and costs. 28 U.S.C. § 1332(d)(2).

25. As the United States Supreme Court has held, a defendant's notice of removal under CAFA "need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold." *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014). The removing party does not have to prove by a preponderance that the amount is more than \$5 million, but rather that a fact finder might legally conclude that it is. *Hartis v. Chicago Title Insurance Co.*, 694 F.3d 935, 781 (8th Cir. 2012). "Importantly, the removing party's burden of describing how the controversy exceeds \$5 million constitutes a pleading requirement, not a demand for proof." *Id.* at 944-45 (8th Cir. 2012) (quoting *Spivey v. Vertrue, Inc.*, 528 F.3d 982, 986 (7th Cir. 2008)). "Evidence establishing the amount is required by §1446(c)(2)(B) only when the plaintiff contests, or the court questions, the defendant's allegation." *Dart Cherokee Basin Operating Co., LLC*, 135 S. Ct. at 554. Once the removing party has met its burden, a plaintiff

¹¹ Ex. 3 – Bolkema Decl. at ¶3.

¹² Ex. 2 – DeWall Decl. at ¶3.

seeking remand must establish to a legal certainty that the amount in controversy is less than the required statutory amount. *Bell v. Hershey Co*, 557 F.3d 953, 956 (8th Cir. 2009).

26. In addition to compensatory or actual damages, both punitive damages and attorneys' fees may be used in determining the amount in controversy. *See OnePoint Solutions, LLC v. Borchert*, 486 F.3d 342, 348 (8th Cir.); *Crawford v. Hoffman-LaRoche Ltd.*, 267 F.3d 760, 766 (8th Cir. 2007).

27. Based on Plaintiffs' allegations and legal theories as pleaded on the face of their Complaint, the \$5,000,000 CAFA amount in controversy requirement is clearly satisfied by an aggregate of the compensatory damages stemming from each of Plaintiffs' claims, and adding the possible punitive damages and attorney fees.

a. Actual or Compensatory Damages of Plaintiffs and the Putative Class

28. Plaintiffs allege that Allstate's use of CCC One Reports in determining the actual cash value of putative class members' total loss vehicles is improper because it "systematically undervalues vehicles by making a series of arbitrary and unexplained adjustments to the vehicles contained in the report. These adjustments serve to immediately lower the cash price paid to covered parties."¹³

29. Plaintiffs contend that under Arkansas law, Allstate is required to calculate actual cash value through either: (a) the cost of a specific, comparable replacement automobile, or (b) using one of two or more quotations obtained from two or more qualified dealers or appraisal services located within the local market area.¹⁴ Ark. Ins. R. 43, § 10(a)(2)-(3). Plaintiffs further contend that CCC is not a qualified dealer or appraisal service located in Pulaski County,

¹³ Complaint at ¶ 15.

¹⁴ Complaint at ¶ 2.

Arkansas.¹⁵ Plaintiffs assert that Allstate's use of CCC One Reports violates its contracts with its insureds and Arkansas law. Plaintiffs therefore seek a declaration that Allstate's use of the CCC One Report to adjust first party insurance claims violates the policies and Arkansas law.¹⁶ Additionally, in each of Plaintiffs' four causes of action, Plaintiffs' assert that the individual Plaintiffs and putative class members are entitled to damages "in an amount equal to the difference between the amount paid to settle total loss claims and the actual cash value of their vehicle computed as required by Arkansas law."¹⁷

30. Plaintiffs assert that "Allstate presented the CCC One Report to Plaintiffs as representing the 'actual cash value' of their vehicles, and, based on the CCC One Report, Allstate paid to settle the total loss claims."¹⁸ Plaintiffs contend that both vehicles "were worth more than shown on the CCC One Report" and that the vehicles used for comparison in the CCC One Report were not 'in the local market'".¹⁹

31. Per Plaintiffs' allegations, "Allstate paid 'base values' of \$3,657 to DuPriest. and \$5,238 to Gilmore".²⁰ Again, a review of AP&C's records indicates that it was AP&C that made the payment to DuPriest, not Allstate.²¹ Plaintiffs contend that a vehicle of similar make, model, mileage and condition to DuPriest's vehicle within the local market was listed for \$4,499.²² Similarly, Plaintiffs contend that a vehicle of similar, model, mileage and condition to Gilmore's vehicle within the local market was listed for \$5,495.²³

¹⁵ Complaint at ¶ 18.

¹⁶ Complaint at ¶ 2.

¹⁷ Complaint at ¶¶ 36, 44, 49 and 56.

¹⁸ Complaint at ¶ 12.

¹⁹ Complaint at ¶ 13.

²⁰ Complaint at ¶¶ 13-14.

²¹ Ex. 2 – DeWall Decl. at ¶6.

²² Complaint at ¶ 13.

²³ Complaint at ¶ 14.

32. Taking the allegations as pleaded, disregarding any defenses Allstate and/or AP&C may have to the claims of Plaintiffs and putative class members, and assuming *arguendo* that Plaintiffs can establish their case, Plaintiffs would be entitled to actual or compensatory damages “in an amount equal to the difference between the amount paid to settle total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.”²⁴ Accordingly, DuPriest’s individual damages would be \$842, the difference between \$4,499 and \$3,657. Similarly, Gilmore’s individual damages would be \$257, the difference between \$5,495 and \$5,238.

33. During the five year class period of February 28, 2014 to March 4, 2019, Allstate settled approximately 2,443 total loss claims in Arkansas and the approximate aggregate valuation of those claims was \$19,207,277.54.²⁵ During that same five year class period, AP&C settled approximately 9,795 total loss claims in Arkansas and the approximate aggregate valuation of those claims was \$81,295,518.74.²⁶ Allstate and AP&C deny that Plaintiffs, or any potential putative class member, are entitled to recover any amount from it, and Allstate and AP&C believe that the relief sought in the State Court Action is too individualized and otherwise not proper for class action treatment. However, Allstate and AP&C provide the above calculation of the aggregate amount at issue in this case solely for the purpose of evaluating the amount in controversy under CAFA.²⁷

34. Based on Plaintiffs’ allegations and assuming *arguendo* that Plaintiffs could establish similar damages for the other putative class with respect to Allstate and AP&C policies,

²⁴ Complaint at ¶¶ 36, 44, 49 and 56.

²⁵ Ex. 3 – Bolkema Decl. at ¶5.

²⁶ Ex. 2 – DeWall Decl. at ¶5.

²⁷ *Dudley v. Eli Lilly & Co.*, 778 F.3d 909, 913 (11th Cir. 2014) (quoting *Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 751 (11th Cir. 2010)) (“The amount in controversy is not proof of the amount the plaintiff will recover. Rather, it is an estimate of the amount that will be put at issue in the course of the litigation.”).

a fact-finder could potentially conclude that the putative class members are entitled to actual or compensatory damages ranging between \$627,851 (2,443 x \$257) for the Allstate policies and \$8,247,390 (9,795 x 842) for the AP&C policies. The median of the potential damages of the purported putative class would be \$4,437,621.

b. Punitive Damages

35. The Complaint also alleges that Plaintiffs and the putative class members are entitled to an award of punitive damages as to the first three counts of their Complaint.²⁸

36. Punitive damages may be used in determining the amount in controversy. *One Point Solutions, LLC*, 486 F.3d at 348. In calculating possible punitive damages for the purpose of satisfying the CAFA amount-in-controversy threshold, courts routinely apply multipliers of four to six times the total amount of actual or compensatory damages in determining what punitive damages award might be legally permissible. *See, e.g., Goodner v. Clayton Holmes, Inc.*, 2014 WL 4722748, at *3-4 (W.D. Ark. 2014); *Alexander v. Pipeline Productions, Inc.*, 2018 WL 3045179, at *3 (E.D. Ark. 2018).

37. In this case, in light of the potential range of compensatory damages that the putative class members may be entitled, it is reasonable for this Court to find that an award of punitive damages six times the actual damages would be legally possible.²⁹ *Id.* Accordingly, the possible punitive damages for the putative class could be \$3,767,106 for the Allstate policies and \$49,484,340 for the AP&C policies. Even if the Court were to use a more conservative multiplier of four times the actual damages, the potential putative damages could be between \$2,511,404 and \$32,989,560 for the Allstate and AP&C policies, respectively. The median range of the possible

²⁸ Complaint at ¶¶ 37, 45, 50.

²⁹ Again, Allstate and AP&C dispute that plaintiffs are entitled to any damages.

punitive damages for the putative class, could be on the low end (using a multiplier of four) \$17,750,482 and on the higher end (using a multiplier of six) \$26,625,723.

c. Attorneys' Fees

38. Plaintiffs also seek to recover attorneys' fees under the ADTPA.³⁰ Ark. Code Ann. § § 4-88-113(f) and 4-88-204. "Because statutory attorneys' fees are available to Plaintiffs the fees may be included in calculating the amount in controversy." *Goodner*, 2014 WL 4722748, at *4. While courts must analyze a number of factors when considering an award of reasonable attorneys' fees, in this context, the removing party need only show what attorneys' fees might legally be possible. *Id.* at *5. "Other courts considering attorneys' fees in the amount-in-controversy context have held that a fee of 40% is a reasonable estimate at this stage of the pleadings." *Id.*; *see also Alexander v.*, 2018 WL 3045179, at *3. Therefore, Plaintiffs and the putative class members could be awarded attorneys' fees between \$251,140 and \$3,298,956. The median of the potential attorneys' fees being \$1,775,048.

d. Median Amount in Controversy

39. By adding punitive damages and attorney fees to the actual damages, the aggregate value of the potential recovery could be between \$3,390,395 and \$4,646,097 for the Allstate policies, and between \$44,535,906 and \$61,030,686 for the AP&C policies, depending on the amount of actual damages and the multiplier used by the court for punitive damages. The median of this range is \$28,400,772.

³⁰ Complaint at ¶¶ 38, 59.

Alleged Amounts of Damages & Fees		Allstate Insurance Co. Gilmore \$257	Allstate Property & Casualty Insurance Co. DuPriest \$842	Median
Actual Damages		\$627,851	\$8,247,390	\$4,437,621
Punitive Damages	Multiplier of 6	\$3,767,106	\$49,484,340	\$26,625,723
	Multiplier of 4	\$2,511,404	\$32,989,560	\$17,750,482
Attorneys' Fees		\$251,140	\$3,298,956	\$1,775,048
Total Ranges of Amount-in-Controversy	Multiplier of 6	\$4,646,097	\$61,030,686	\$32,838,392
	Multiplier of 4	\$3,390,395	\$44,535,906	\$23,963,151
**Median Total Amount in Controversy = \$28,400,772				

40. Accordingly, it is more than plausible that the total amount in controversy is greater than \$28,400,772, and therefore will likely exceed the jurisdictional threshold.

41. Based on the above, it is evident that the \$5,000,000 CAFA amount in controversy requirement is satisfied.

42. Accordingly, because the CAFA prerequisites are met, this case is properly removable under CAFA.

43. Written notice of this Notice of Removal will be given to Plaintiffs as required by law. A Notice of Filing Notice of Removal, with a copy of this Notice of Removal attached, will promptly be filed with the Circuit Court Clerk for the Circuit Court of Pulaski County.

44. The allegations of this Notice of Removal are true and correct and this cause is within the jurisdiction of the United States District Court for the Eastern District of Arkansas, Western Division, and this cause is removable to the United States District Court for the Eastern District of Arkansas, Western Division.

WHEREFORE, Allstate Insurance Company prays that this Court will consider this Notice of Removal as provided by law governing the removal of cases to this Court; that this Court will make the proper orders to achieve the removal of the State Court Action to this Court; and that this Court will make such other orders as may be appropriate to effect the preparation and filing of a true record in this cause of all proceedings that may have been had in the State Court Action.

Respectfully submitted,

By: _____



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Little Rock, Arkansas 72201-3493
crass@fridayfirm.com

*Attorney for Defendant, Allstate Insurance
Company*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of April, 2019, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to electronically receive Notices of Electronic Filing.



Kevin A. Crass

SERVICE LIST

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CT Corporation

**Service of Process
Transmittal**

03/05/2019

CT Log Number 535039118

TO: Kim Turner
Allstate Insurance Company - Nashville MCO
555 Marriott Dr Ste 850
Nashville, TN 37214-5026

RE: Process Served in Arkansas

FOR: Allstate Insurance Company (Domestic State: IL)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Jeffrey Dupriest and Rachel Gilmore, Pltfs. vs. Allstate Insurance Company, Dft.

DOCUMENT(S) SERVED: Summons, Proof of Service, Notice, Complaint, Exhibit(s)

COURT/AGENCY: Pulaski County Circuit Court, AR
Case # 60CV191235

NATURE OF ACTION: Insurance Litigation

ON WHOM PROCESS WAS SERVED: CT Corporation System, Little Rock, AR

DATE AND HOUR OF SERVICE: By Process Server on 03/05/2019 at 09:45

JURISDICTION SERVED : Arkansas

APPEARANCE OR ANSWER DUE: Within 30 days after service of this summons on you (not counting the day you received it)

ATTORNEY(S) / SENDER(S): John T Holleman
Holleman & Associates, P.A.
1008 West 2nd Street
Little Rock, AR 72201
501-975-5040

ACTION ITEMS: CT has retained the current log, Retain Date: 03/06/2019, Expected Purge Date: 03/11/2019

Image SOP

Email Notification, Kim Turner chzwv@allstate.com

Email Notification, Susan Ellis selli@allstate.com

Email Notification, Kelly Merryman Kelly.merryman@allstate.com

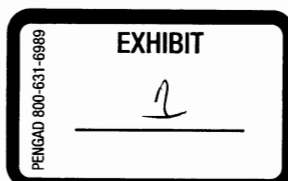
SIGNED: CT Corporation System

ADDRESS: 124 W Capitol Ave Ste 1900
Little Rock, AR 72201-3717

TELEPHONE: 214-932-3601

Page 1 of 1 / SK

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



**IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
HON. ALICE S. GRAY - 12TH DIVISION 6TH CIRCUIT**

JEFFREY DUPRIEST, ET AL V ALLSTATE INSURANCE CO.

60CV-19-1235

SUMMONS

THE STATE OF ARKANSAS TO DEFENDANT:

ALLSTATE INSURANCE COMPANY
c/o The Corporation Company, Registered Agent
124 W Capitol Ave., #1900
Little Rock, AR 72201

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) - or 60 days if you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas - you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

John T Holleman
1008 West 2nd Street
Little Rock, AR 72201

If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the complaint.

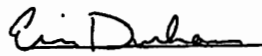
Additional notices:

- Notice of Right to Consent to Disposition of Case by a State District Court Judge

CLERK OF COURT

Address of Clerks Office

TERRI HOLLINGSWORTH, CIRCUIT CLERK
CIRCUIT COURT OF PULASKI COUNTY
401 W. MARKHAM
LITTLE ROCK, AR 72201


Chauncey E. Durham, DC




Date: 03/04/2019

**NOTICE OF RIGHT TO CONSENT
TO DISPOSITION OF CASE BY A STATE DISTRICT COURT JUDGE**

In accordance with Administrative Order Number 18, you are hereby notified that upon the consent of all the parties in a case, a State District Court Judge may be authorized to conduct all proceedings, including trial of the case and entry of a final judgment. Copies of appropriate consent forms are available from the Circuit Clerk.

You should be aware that your decision to consent or not to consent to the disposition of your case before a State District Court Judge is entirely voluntary, and by consenting to the reference of this matter to a State District Court Judge, the parties waive their right to a jury trial, and any appeal in the case shall be taken directly to the Arkansas Supreme Court or Court of Appeals as authorized by law.

You should communicate your consent by completing the Form -- CONSENT TO PROCEED BEFORE A STATE DISTRICT COURT JUDGE -- and return to the Circuit Clerk.





Circuit Clerk

Date: 03/04/2019

No. 60CV-19-1235 This summons is for ALLSTATE INSURANCE COMPANY (name of Defendant).

PROOF OF SERVICE

☐ On _____ [date] I personally delivered the summons and complaint to the individual at _____ [place]; or

☐ After making my purpose to deliver the summons and complaint clear, on _____ [date] I left the summons and complaint in the close proximity of the defendant by _____ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

☐ On _____ [date] I left the summons and complaint with _____, a member of the defendant's family at least 18 years of age, at _____ [address], a place where the defendant resides; or

☐ On _____ [date] I delivered the summons and complaint to _____ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of _____ [name of defendant]; or

☐ On _____ [date] at _____ [address], where the defendant maintains and office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with

_____ [name and job description]; or

☐ I am the plaintiff or an attorney of record for the plaintiff in this lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

☐ I am the plaintiff or an attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

☒ Other [specify]:

Plaintiffs' First Set of Interrogatories and Requests for Production of Documents to Defendant
Allstate Insurance Company

☐ I was unable to execute service because:

My fee is \$ _____.

To be completed if service is by a sheriff or deputy sheriff:

Date: _____

SHERIFF OF _____ COUNTY, ARKANSAS

By: _____

[Signature of server]

[Printed name, title, and badge number]

To be completed if service is by a person other than a sheriff or deputy sheriff:

Date: _____

By: _____

[Signature of server]

[Printed name]

Address: _____

Phone: _____

Subscribed and sworn to before me this date: _____

Notary Public

My commission expires: _____

Additional information regarding service or attempted service:

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS

**JEFFREY DuPRIEST and
RACHEL GILMORE**

PLAINTIFFS

v. CASE NO. _____

ALLSTATE INSURANCE COMPANY

DEFENDANT

CLASS ACTION COMPLAINT

I. INTRODUCTION

1. Plaintiffs Jeffrey DuPriest and Rachel Gilmore were each involved in separate vehicular accidents that resulted in total losses. At the time of the accidents, DuPriest was driving a 2003 Honda VTX1800C Cruiser when he had a wreck on October 6, 2016. Gilmore was driving a 2005 Toyota Corolla S when she had an accident on November 16, 2016. Both Plaintiffs insured their vehicles with Allstate Insurance Co., who declared the vehicle a total loss. After the vehicles were declared total losses, Allstate made cash settlement offers of \$3,657 and \$5,238, respectively, based on a CCC One Market Valuation Report. Allstate uses the CCC One Report in adjusting its

total loss claims. The CCC One Report systematically undervalues the insureds' vehicles, resulting in a payment of less than the actual cash value for all total loss claims, saving Allstate millions of dollars each year at the expense of its insured motorists.

2. Allstate's use of CCC One Reports to value total loss claims violates its contracts with its insureds and Arkansas law. Allstate is required to calculate actual cash value through either: (a) the cost of a specific, comparable replacement automobile, or (b) using one of two or more quotations obtained from two or more qualified dealers or appraisal services located within the local market area. Instead of following Arkansas law Allstate uses the CCC One Report to cheat their policyholders and to increase its own profits. Plaintiffs bring this suit on behalf of themselves and others similarly situated to recover the difference between the actual cash value of their vehicles and what they were paid, punitive damages, costs, and attorneys' fees. Plaintiffs also ask the Court to declare that the use of the CCC One Report to adjust first-party insurance claims violates Arkansas law and to permanently enjoin its use.

II. PARTIES, JURISDICTION, AND VENUE

3. Plaintiff Jeffrey DuPriest is a resident and citizen of Pulaski County, Arkansas. At all times relevant to this Complaint, he had a motor vehicle insurance policy with Allstate and had a total-loss claim.

4. Plaintiff Rachel Gilmore is a resident and citizen of Pulaski County, Arkansas. At all times relevant to this Complaint, she had a motor vehicle insurance policy with Allstate and had a total-loss claim.

5. Defendant Allstate is incorporated in the State of Delaware and has its principal place of business in Northbrook, Illinois. It is licensed to do business in the State of Arkansas. Further, because this is a direct action against Allstate, it is also a citizen of each state of which Plaintiffs and all putative class members are Citizens. 28 U.S.C. § 1332(c)(1). Thus, Allstate is also citizen of Arkansas because the Plaintiffs and putative class members are citizens of Arkansas.

6. This Court has subject matter jurisdiction pursuant to Ark. Const. amend. 80, § 6 and Ark. Code Ann. § 16-13-201.

7. Venue is proper in this Court because Plaintiffs resided in Pulaski County at the time of the events giving rise to the cause of action , and the incidents occurred in Pulaski County . Ark. Code Ann. § 16-60-101.

III. FACTUAL ALLEGATIONS

8. In October of 2016, DuPriest was driving a 2003 Honda VTX1800 Cruiser motorcycle and was involved in a motor vehicle accident which resulted in substantial damage to his vehicle. DuPriest had an insurance policy with Allstate and submitted a claim to his insurer on October 11, 2016 and received an estimate on or about October 11, 2016.

9. In November of 2016, Gilmore was driving a 2005 Toyota Corolla S and was involved in a motor vehicle accident which resulted in substantial damage to her vehicle. Gilmore had an insurance policy with Allstate and submitted a claim to her insurer on November 21, 2016.

10. The Plaintiffs' insurance policies with Allstate each contained a clause providing for the adjustment and settlement of total loss claims based on "actual cash value or replacement with another of like kind or quality." Upon information and belief, this is Allstate's standard automobile insurance policy issued to insureds in the state of Arkansas.

11. Allstate used reports from a third-party corporation known as a CCC One Report to adjust Plaintiffs' claims. CCC One Information Services, Inc. sells automobile valuation information primarily to insurance companies for settling total loss vehicle claims. The CCC One Report is sold

almost solely to insurance companies, and it is marketed as reducing the costs of total value settlements. Upon information and belief, Allstate uses the CCC One Report to calculate its offers of all total loss claims.

12. Allstate presented the CCC One report to Plaintiffs as representing the “actual cash value” of their vehicles, and, based on the CCC One Report, Allstate paid to settle the total loss claims. *See* CCC One Reports, attached as Exhibits 1 and 2. Allstate paid “base values” of \$3,657 to DuPriest and \$5,238 to Gilmore.

13. Plaintiffs’ vehicles, however, were worth more than shown on the CCC One Report. With respect to DuPriest’s motorcycle, NADA Guides, which provides pricing information for motorcycles lists the average retail price as \$3,925, with a “low retail” price of \$2,985. *See* NADA Guide, attached as Exhibit 3. The vehicles that were used for comparison in the CCC One Report were not “in the local market,” as two were over 250 miles away in Oklahoma and Texas. A search for identical vehicles for sale in the immediate area found that a vehicle of similar make, model, mileage, and condition was listed in Jonesboro for \$4,499. *See* Used Honda for sale in Jonesboro, obtained on February 26, 2019, attached as Exhibit 4. He ultimately received \$3,657 for his vehicle.

14. A search for vehicles similar to Ms. Gilmore's near her home showed three available. Two of these had over 100,000 more miles than hers, yet sold for \$2,800 and \$3,500. A car of the same year with mileage comparable to hers was available for \$5,495. See Vehicles for Sale, attached as Exhibit 5. She ultimately received \$5,238 for her trade-in.

15. The CCC One Report systematically undervalues vehicles by making a series of arbitrary and unexplained adjustments to the vehicles contained in the report. These adjustments serve to immediately lower the cash price paid to covered parties.

16. Allstate knows that the CCC One Report undervalues vehicles. Despite knowing that the CCC One Report undervalues vehicles, Allstate continues to use it to determine the amount to pay claimants.

17. Arkansas law requires that Allstate, when adjusting or settling first party automobile total losses, either provide a replacement vehicle, provide a cash settlement based on a specific replacement vehicle if one is available in the local market area, or use "one (1) of two (2) or more quotations obtained by the insurer from two (2) or more qualified dealers or appraisal services located within the local market area when a comparable automobile is located in the local market area." Ark. Ins. Regulation 43,

§ 10(a)(2). If the insurer deviates from one of those methods, the deviation must be supported by documentation giving particulars of the automobiles condition, and “[a]ny deductions from such cost, including deduction for salvage, must be measurable, discernable, itemized, and specified as to dollar amount and shall be appropriate in amount.” Ark. Ins. R. 43, § 10(a)(3). Further, “[t]he basis for such settlement shall be fully explained to the first party claimant.” Ark. Ins. R. 43, § 10(a)(3).

18. CCC One Information Services, Inc. is not a qualified dealer or appraisal service located in Pulaski County, Arkansas.

19. Allstate did not provide any documentation to DuPriest or Gilmore about why it needed to deviate from one of the two approved methods of determining actual cash value for their vehicles. Moreover, the CCC One Report specifically disclaims that its adjustments are measurable, discernable, or appropriate, proclaiming that the adjustments “**are displayed for illustrative purposes only.**” See Gilmore CCC One Report, Exhibit 2, p. 3. Allstate does not explain these deductions to the customer, much less show that they are reasonable and appropriate.

20. There was nothing unique about Plaintiffs’ vehicles that would justify deviating from the methods approved under Arkansas law. Allstate

was required to adjust DuPriest's and Gilmore's vehicles using one of the two approved methods.

21. Allstate knows or should know that using the CCC One Report to determine actual cash value violates Arkansas law. Despite knowing that the practice is unlawful, Allstate uses the practices because it saves Allstate millions of dollars. Allstate can achieve this savings because the cost of obtaining an appraisal and litigating the value of a property damage claim exceeds the difference in value between the CCC One Report and the actual cash value of the vehicle.

IV. CLASS ACTION ALLEGATIONS

22. Plaintiffs incorporate by reference the preceding paragraphs as if they were fully set forth herein.

23. Plaintiffs bring this as a class action under Rule 23 of the *Arkansas Rules of Civil Procedure*.

24. Members of the putative class are so numerous that joinder of all such members is impracticable. The exact size of the putative class is unknown, but may be easily determined from records maintained by Allstate.

25. There are common questions of law and fact applicable to the putative class with respect to liability, relief, and anticipated affirmative defenses. Common questions of law and fact include:

- a. Whether Allstate has a practice of using the CCC One Report to determine actual cash value;
- b. Whether Regulation § 43, § 10 is incorporated into the terms of Allstate's automobile insurance policies;
- c. Whether Allstate's practices violated Regulation 43, § 10; and
- d. Whether CCC One Information Services, Inc. is a qualified dealer or appraiser in the local market area.

26. Plaintiffs' claims are typical of the putative class. Like all other putative class members, Plaintiffs had total loss automobile claims that were settled and adjusted using the CCC One Report.

27. Plaintiffs will fairly and adequately protect the interest of the putative class. They have no conflicts with putative class members and have suffered the same injury as members of the putative class.

28. Plaintiffs' counsel possesses the requisite resources and experience in class action litigation to adequately represent Plaintiffs in prosecuting the claims here.

29. The questions of law and fact common to Plaintiffs and members of the putative class predominate over any question affecting only individual class members. These common questions concerning Allstate's wrongdoing must be resolved for all class members.

30. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Allstate engages in a common business practice of using the CCC One Report to settle total loss claims, which is alleged to violate Arkansas law, and it is not unfair to require Allstate to litigate its business practice on a class-wide basis. Moreover, Class members' individual damage claims are too small to make individual litigation an economically viable alternative. But despite the small size of any one individual's claims standing along, the aggregate value of the practice is substantial.

31. Plaintiffs' class claims are appropriate to proceed under the Arkansas Deceptive Trade Practices Act. Act 986 of 2017 – which purports to prohibit most private class actions under the Act – is an unconstitutional

intrusion into the Arkansas Supreme Court's exclusive authority to "prescribe the rules of pleading, practice and procedure for all courts." Ark. Const. Amend. 80, § 3; *see also Johnson v. Rockwell Automation*, 2009 Ark. 241, 308 S.W.3d 135 (holding two provisions of Arkansas Civil Justice Reform Act were unconstitutional); *Summerville v. Thrower*, 369 Ark. 231, 253 S.W.3d 415 (2007) (holding statute requiring reasonable cause affidavit was unconstitutional); *Weidrick v. Arnold*, 310 Ark. 138, 835 S.W.2d 843 (1992) (holding statute requiring 60-day notice before filing medical malpractice claim was unconstitutional).

V. CAUSES OF ACTION

COUNT I: ARKANSAS DECEPTIVE TRADE PRACTICES ACT

32. Plaintiffs incorporate by reference the preceding paragraphs as if they were fully set forth herein.

33. Arkansas law requires that an insurer settle total loss automobile claims by providing the insured with enough money to purchase a specific comparable replacement vehicle in the local market area, or, if no comparable vehicle is available, using one of two or more quotations from a local dealer or appraiser. Ark. Ins. R. 43, § 10.

34. Allstate settles total loss automobile claims by relying on the CCC One Report, CCC One Information Services, Inc. is not a local dealer or appraiser and even though the report does not provide the insured with sufficient funds to purchase a comparable replacement automobile.

35. Allstate engaged in an unconscionable, false, or deceptive act or practice in business, commerce, or trade when it used the CCC One Report to settle Plaintiffs' total loss claims. Allstate also used the same unconscionable, false, or deceptive act or practice in using the CCC One Report to settle all of its total loss claims in Arkansas.

36. Defendant's conduct proximately caused damage to Plaintiffs and putative class members. Plaintiffs and putative class members seek compensatory damages in an amount equal to the difference between the amount paid to them to settle total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.

37. Allstate knew or ought to have known that their conduct would result in injury to Plaintiffs and putative class members and it continued in such conduct in reckless disregard of the consequences. As a result, Plaintiffs and putative class members are entitled to punitive damages.

38. Plaintiffs and the putative class members are entitled to an award of attorneys' fees, costs, and expenses in bringing their Deceptive Trade Practices Act claims.

COUNT II: FRAUD IN THE INDUCEMENT

39. Plaintiffs incorporate by reference the preceding paragraphs as if they were fully set forth herein.

40. Allstate falsely represented that the amount in the CCC One Report represented the actual cash value of Plaintiffs' vehicles. Allstate made the same false representation to every other putative class member.

41. Allstate knew that its representation was false. First, Allstate knew that Arkansas law requires that an insurer use one of the methods identified in Regulation 43 to determine actual cash value and that the CCC One Report was not a permissible method. Further, Allstate knew that the CCC One Report systematically generated valuations that were lower than the "actual cash value" that would have resulted had it obtained a valuation from a qualified local dealer or appraiser as required by Arkansas law.

42. Allstate intended to induce and coerce Plaintiffs and putative class members into settling their total loss claims for less than they would

have if Allstate had complied with Arkansas law and obtained a quotation from a qualified dealer or appraiser located in the local market area.

43. Plaintiffs and putative class members justifiably relied on Allstate's representation about the actual cash value. Indeed, because the misrepresentation goes to a material matter, reliance is presumed. *Manhattan Credit Co. v. Burns*, 230 Ark. 418, 323 S.W.2d 206 (1959) ("[R]eliance is to be presumed when, as here, the misrepresentation goes to a material matter."); *Pickering v. Garrison*, 2009 Ark. App. 107, at *13 ("Reliance is presumed when the misrepresentation goes to a material matter.").

44. Allstate's conduct proximately caused damages. Plaintiffs and putative class members suffered damages in an amount equal to the difference between the amount paid to them to settle their total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.

45. Defendant knew or ought to have known that its conduct would result in injury to Plaintiffs and putative class members and it continued in such conduct in reckless disregard of the consequences. As a result, Plaintiffs and putative class members are entitled to punitive damages.

COUNT III: BAD FAITH

46. Plaintiffs incorporate by reference the preceding paragraphs as if they were fully set forth herein.

47. Allstate acted in bad faith to avoid liability under its policy issued to Plaintiffs. Allstate knew that its method of settling total loss claims violated Arkansas law and would result in a lower payment to Plaintiffs than if Allstate would have obtained a quotation from a qualified local dealer or appraiser. Despite this knowledge, Allstate fraudulently presented the CCC One Report to Plaintiffs as representing the “actual cash value” of their vehicles.

48. Allstate did more than merely refuse to pay a claim. Allstate intentionally violated Arkansas law to save itself money at the expense of its insured. Allstate’s conduct was dishonest and oppressive, and was carried out with a state of mind characterized by contempt for its insureds.

49. Allstate’s conduct proximately caused damages. Plaintiffs and putative class members suffered damages in an amount equal to the difference between the amount paid to them to settle total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.

50. Defendants knew or ought to have known that their conduct would result in injury to Plaintiffs and putative class members and it continued in such conduct in reckless disregard of the consequences. As a result, Plaintiffs and putative class members are entitled to punitive damages.

COUNT IV: BREACH OF CONTRACT

51. Plaintiffs incorporate by reference the preceding paragraphs as if they were fully set forth herein.

52. Allstate entered separately into contracts with Plaintiffs DuPriest and Gilmore. Among other things, these policies provide for the adjustment and settlement of total losses based on “actual cash value or replacement with another of like kind or quality.”

53. Arkansas law requires that Allstate either provide a replacement vehicle, provide a cash settlement based on a specific replacement vehicle if one is available in the local market area, or use “one (1) of two (2) or more quotations obtained by the insurer from two (2) or more qualified dealers or appraisal services located within the local market area when a comparable automobile is located in the local market area.” Ark. Ins. Regulation 43, § 10(a)(2). If the insurer deviates from this method, it must provide

documentation for the deviation, including giving particulars of the automobiles condition, and “[a]ny deductions from such cost, including deduction for salvage, must be measurable, discernable, itemized, and specified as to dollar amount and shall be appropriate in amount.” Ark. Ins. R. 43, § 10(a)(3). Further, “[t]he basis for such settlement shall be fully explained to the first party claimant.” Ark. Ins. R. 43, § 10(a)(3). The provisions of Ark. Ins. R. 43 are incorporated into the insurance contract as a matter of law. *See First Sec. Bank v. John Doe 1, 2, & 3*, 297 Ark. 254, 257, 760 S.W.2d 863, 865 (1988).

54. Plaintiffs and putative class members did what the contract required of them.

55. Allstate breached the contracts by using the CCC One Report instead of using the methods required by Arkansas law.

56. As a result of Allstate’s breach of contract, Plaintiffs and putative class members suffered damages in an amount equal to the difference between the amount paid to them to settle total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.

VI. JURY DEMAND & PRAYER FOR RELIEF

57. Plaintiffs incorporate by reference the preceding paragraphs as if they were fully set forth herein.

58. Article 2, § 7 of the Arkansas Constitution provides that “The right of trial by jury shall remain inviolate, and shall extend to all cases at law, without regard to the amount in controversy[.]” Further, Article 2, § 13 also guarantees every person a “remedy in the laws for all injuries or wrongs....” Plaintiffs demand a remedy in the laws for all injuries and wrongs alleged, and a trial by jury on all issues so triable.

59. WHEREFORE, Plaintiffs respectfully requests this Court:

a. Certify a class defined as:

All individuals insured by Allstate under a policy issued or effective in Arkansas who: (a) had a total loss claim with Allstate; (b) that received a settlement calculated using CCC One Report; (c) during the period from February 28, 2014 to the present.

b. Appoint Jeffrey DuPriest and Rachel Gilmore as class representatives;

c. Appoint Holleman & Associates, P.A. as class counsel;

- d. Declare that Allstate's practice of using the CCC One Report to settle total loss claims violates Arkansas law;
- e. Enjoin Allstate from using the CCC One Report to settle future total loss claims in the state of Arkansas;
- f. Award them compensatory damages in an amount equal to the difference between the actual cash value of their vehicles and the amount Allstate paid;
- g. Award them punitive damages in an amount sufficient to punish Allstate for its wrongdoing and to deter others from engaging in similar wrongdoing;
- h. Award Plaintiffs all recoverable costs, expenses, and attorneys' fees incurred in prosecuting this action, together with all applicable interest; and
- i. Grant Plaintiffs all such further relief deemed just and appropriate.

Respectfully Submitted,

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The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by ALLSTATE.



Base Value	\$ 3,657.00
Adjusted Value	\$ 3,657.00
DMV	+ \$ 13.75
Deductible	- \$ 250.00

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

Inside the Report

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1

CCC ONE. MARKET VALUATION REPORT

Owner: Jeffrey Dupriest
Claim: 000431338946D01

VALUATION METHODOLOGY

How was the valuation determined?

CLAIM INSPECTION



ALLSTATE has provided CCC with the zip code where the loss unit is garaged, loss unit VIN, mileage/hours, options and additional equipment, as well as loss unit condition, which is used to assist in determining the value of the loss unit.

DATABASE REVIEW



CCC maintains an extensive database of units that currently are or recently were available for sale in the U.S. This database includes units advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable units are selected. On current year units, new units for sale at the time of the valuation may have been used. The zip code where the loss unit is garaged determines the starting point for the search. Comparable units are similar to the loss unit based on relevant factors. If a sufficient number of comparable units cannot be located, CCC may also obtain dealer quotations for a unit with attributes as reported by the insurer.



CALCULATE VALUATION

Adjustments to the price of the selected comparable units are made to reflect differences in attributes, including mileage/hours, options, additional equipment, refurbishments, after factory equipment, and condition. Dollar adjustments are based upon market research. Finally, the Base Value is the straight average of the adjusted values of the comparable units. Due to the unique nature of the loss units valued in the Commercial and Recreational Vehicle division, a valuation specialist handles each request individually.



CCC ONE MARKET VALUATION REPORT

Owner: Jeffrey Dupriest
Claim: 000431338946D01

LOSS UNIT INFORMATION

LOSS UNIT DETAILS

Location	North Little Rock, AR 72116
VIN	1HFSC460X3A110962
Year	2003
Make	Honda
Model	VTX1800C3
Engine Description	1795
Model #	1HFSC4603A

LOSS UNIT CONDITION

	Condition
Overall Rating	Average

LOSS UNIT EQUIPMENT

Wheels	Performance Tires	✓
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Motorcycles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number (VIN). This number provides certain specifications of the motorcycle. Please review the information in the Loss Unit Information Section to confirm the reported mileage and condition and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss unit that may impact the value.

ALLSTATE uses condition inspection guidelines to determine the condition of the loss unit prior to the loss. The guidelines describe physical characteristics for the loss unit, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss unit's condition.

To the left is the equipment of the loss unit that ALLSTATE provided to CCC.

CCC ONE MARKET VALUATION REPORT

Owner: Jeffrey Dupriest
Claim: 000431338946D01

COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2	Comp 3
Price		\$4,290	\$3,000	\$4,399
Year/Make/Model	2003 Honda VTX1800C3	2003 Honda VTX1800C3	2003 Honda VTX1800C3	2003 Honda VTX1800S

Odometer 34,400 17,254 70,151 30,000

Configuration

Engine 1795 1795CC 1795CC 1795

Options

Luggage/Roof Rack	x	x	x	✓
Engine Guard	x	x	x	✓
Stereo	x	x	x	✓
Back Rest	x	✓	✓	✓
Performance Tires	✓	✓	✓	✓
FM Radio	x	x	x	✓
Plexiglass Fairing	x	x	✓	x
Fairing	x	x	x	✓
Forward Controls	x	x	x	✓
AM Radio	x	x	x	✓
Floor Boards/Highway Boards	x	x	x	✓
Soft Saddle Bags	x	x	✓	✓

Condition Average Average Average Average

Adjustments:

Make/Model/Trim - \$ 810

Options

Luggage/Roof Rack				- \$ 33
Engine Guard				- \$ 33
Stereo				- \$ 63
Back Rest		- \$ 36	- \$ 36	- \$ 36
Plexiglass Fairing			- \$ 36	
Forward Controls				- \$ 58
Floor Boards/Highway Boards				- \$ 42
Soft Saddle Bags			- \$ 50	- \$ 50
Odometer		- \$ 395	\$ 626	- \$ 83

Adjusted Comparable Value \$3,859 \$3,504 \$3,191

Comp 1 Updated Date: 05/03/2016

2003 Honda VTX1800C3

VIN: UNKNOWN

Dealership SUNRISE HONDA

MOTORSPORTS

Telephone (866) 476-9995

Source Dealer Ad

Location Searcy, AR

Comp 2 Updated Date: 06/03/2016

2003 Honda VTX1800C3

VIN: UNKNOWN

Contact JARRETT DORSEY

Telephone (903) 812-0736

Source Private Seller

Location Kilgore, TX

Comp 3 Updated Date: 09/20/2016

2003 Honda VTX1800S

VIN 1HFSC493X3A102737

Dealership MOTOR SPORTS OF

MUSK

Telephone (866) 542-3540

Source Dealer Ad

Stock # 102737

Location Muskogee, OK

Comparables used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

Price is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

CCC ONE MARKET VALUATION REPORT

Owner: Jeffrey Dupriest
Claim: 000431338946D01

COMPARABLE UNITS

	Loss Unit	Comp 4	Comp 5
Price		\$3,995	\$4,300
Year/Make/Model	2003 Honda VTX1800C3	2003 Honda VTX1800C3	2003 Honda VTX1800C3
Odometer	34,400	40,000	19,000
Configuration			
Engine	1795	1795CC	1795CC
Options			
Light Bar - Custom Lights	x	x	✓
Custom Seating	x	x	✓
Forward Controls	x	✓	x
Luggage/Roof Rack	x	✓	x
Back Rest	x	✓	✓
Performance Tires	✓	✓	✓
Plexiglass Fairing	x	✓	✓
Soft Saddle Bags	x	✓	x
Condition	Average	Average	Average
Adjustments:			
Options			
Custom Seating			- \$ 48
Forward Controls		- \$ 58	
Luggage/Roof Rack		- \$ 33	
Back Rest		- \$ 36	- \$ 36
Plexiglass Fairing		- \$ 36	- \$ 36
Soft Saddle Bags		- \$ 50	
Odometer		\$ 98	- \$ 331
Adjusted Comparable Value	\$3,880	\$3,880	\$3,849

Comp 4 Updated Date: 05/03/2016
2003 Honda VTX1800C3
VIN UNKNOWN
Dealership HONDA OF NORTH LITTLE ROCK
Telephone (866) 473-1990
Source Dealer Ad
Location North Little Rock, AR
Comp 5 Updated Date: 06/03/2016
2003 Honda VTX1800C3
VIN UNKNOWN
Telephone (501) 944-1136
Source Private Seller
Location Little Rock, AR

Comparables used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

Price is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

CCC ONE MARKET VALUATION REPORT

Owner: Jeffrey Dupriest
Claim: 000431338946D01



VALUATION NOTES

10/10/2016 13:11 - Loss Vehicle Average Mileage: 25,105

10/10/2016 13:11 - Standard equipment: PE

The following information was provided after the valuation was completed

10/11/2016 13:13 - Sales Tax data modified after Valuation

10/11/2016 13:13 - Pre/Post Tax data modified after Valuation

10/11/2016 13:13 - PVADJ CHANGE REQUESTED BY: MOBARAK, GEOFFREY

This Market Valuation Report has been prepared exclusively for use by ALLSTATE, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of valuations, and there are other valuation sources available.



CCC ONE. MARKET VALUATION REPORT

SUPPLEMENTAL INFORMATION

Owner: Jeffrey Dupriest
Claim: 000431338946D01



LOSS UNIT HISTORY SUMMARY

Experian AutoCheck No Title Problem Found



LOSS UNIT HISTORY INFORMATION

VINGuard®

VINGuard® Message: VINGuard has decoded this VIN without any errors



CCC ONE. MARKET VALUATION REPORT

Owner: Jeffrey Dupriest
Claim: 000431338946D01

SUPPLEMENTAL INFORMATION

CCC ONE. MARKET VALUATION REPORT

Owner: Jeffrey Dupriest
Claim: 000431338946D01

SUPPLEMENTAL INFORMATION



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK

RESULTS FOUND

Abandoned	✓ No Abandoned Record Found
Damaged	✓ No Damaged Record Found
Fire Damage	✓ No Fire Damage Record Found
Grey Market	✓ No Grey Market Record Found
Hail Damage	✓ No Hail Damage Record Found
Insurance Loss	✓ No Insurance Loss Record Found
Junk	✓ No Junk Record Found
Rebuilt	✓ No Rebuilt Record Found
Salvage	✓ No Salvage Record Found

EVENT CHECK

RESULTS FOUND

NHTSA Crash Test Vehicle	✓ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓ No Frame Damage Record Found
Major Damage Incident	✓ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓ No Odometer Problem Record Found
Recycled	✓ No Recycled Record Found
Branded Title Auction	✓ No Branded Title Auction Record Found
Water Damage	✓ No Water Damage Record Found

VEHICLE INFORMATION

RESULTS FOUND

Accident	✓ No Accident Record Found
Corrected Title	✓ No Corrected Title Record Found
Driver Education	✓ No Driver Education Record Found
Duplicate Title	✓ No Duplicate Title Record Found
Emissions Safety Inspection	✓ No Emissions Safety Inspection Record Found
Fire Damage Incident	✓ No Fire Damage Incident Record Found
Lease	✓ No Lease Record Found
Lien	✓ No Lien Record Found
Livery Use	✓ No Livery Use Record Found
Government Use	✓ No Government Use Record Found
Police Use	✓ No Police Use Record Found
Fleet	✓ No Fleet Record Found
Rental	✓ No Rental Record Found
Fleet and/or Lease	✓ No Fleet and/or Lease Record Found
Fleet and/or Rental	✓ No Fleet and/or Rental Record Found
Repossessed	✓ No Repossessed Record Found
Taxi use	✓ No Taxi use Record Found
Theft	✓ No Theft Record Found

CCC provides ALLSTATE information reported by Experian® regarding the 2003 Honda VTX1800C3, 1795 (1HFSC460X3A110962). This data is provided for informational purposes.

Unless otherwise noted in this Market Valuation Report, CCC does not adjust the value of the loss unit based upon this information.

LEGEND

- ✓ No Event Found
- ⊖ Event Found
- ⊞ Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no significant title events. When found, events often indicate automotive damage or warnings associated with the unit.

EVENT CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

CCC ONE. MARKET VALUATION REPORT

Owner: Jeffrey Dupriest
Claim: 000431338946D01

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 10/11/2016

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	EVENT LOCATION	ODOMETER READING	DATA SOURCE	EVENT DETAIL
11/02/2005	CABOT, AR		Motor Vehicle Dept.	TITLE (Lien Reported)
03/17/2006	NORTH LITTLE ROCK, AR	694	Motor Vehicle Dept.	TITLE
04/02/2007	NORTH LITTLE ROCK, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/31/2008	NORTH LITTLE ROCK, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/31/2009	NORTH LITTLE ROCK, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/30/2010	NORTH LITTLE ROCK, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/31/2011	NORTH LITTLE ROCK, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/29/2012	NORTH LITTLE ROCK, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/28/2013	NORTH LITTLE ROCK, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/22/2014	NORTH LITTLE ROCK, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/30/2015	NORTH LITTLE ROCK, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/29/2016	NORTH LITTLE ROCK, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable. BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

CCC ONE. MARKET VALUATION REPORT

Owner: Jeffrey Dupriest
Claim: 000431338946D01

SUPPLEMENTAL INFORMATION

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.



MARKET VALUATION REPORT

C00D127151 Pages 1

Prepared for ALLSTATE INSURANCE COMPANY



REPORT SUMMARY



CLAIM INFORMATION

Owner	Gilmore, Rachel 819 E Martin St Apt 1 Jacksonville, AR 72076-3489
Loss Vehicle	2005 Toyota Corolla S Automatic
Loss Incident Date	11/16/2016
Claim Reported	11/21/2016

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by ALLSTATE INSURANCE COMPANY.

Loss vehicle has 5% greater than average mileage of 138,400.



INSURANCE INFORMATION

Report Reference Number	82892073 -1
Claim Reference	000436361489D01
Adjuster	Ward, Cade
Odometer	144,987
Last Updated	11/21/2016 08:39 AM



VALUATION SUMMARY

Base Vehicle Value	\$ 5,238.00
Adjusted Vehicle Value	\$ 5,238.00
Vehicular Tax (7.9318%)	+ \$ 415.47
Tax reflects applicable state, county and municipal taxes.	
DMV Fee	+ \$ 13.75
Value before Deductible	\$ 5,667.22
Deductible	- \$ 500.00
Total	\$ 5,167.22

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VEHICLE VALUE

This is derived from comparable vehicle(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	7
Valuation Notes.....	10
Supplemental Information.....	11

EXHIBIT

2

CCC ONE. MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01

VALUATION METHODOLOGY

How was the valuation determined?

CLAIM INSPECTION



ALLSTATE INSURANCE COMPANY has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.

DATABASE REVIEW



CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information



CCC ONE MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01



VEHICLE INFORMATION

VEHICLE DETAILS

Location	JACKSONVILLE, AR 72076-3489
VIN	1NXBR32E05Z412035
Year	2005
Make	Toyota
Model	Corolla
Trim	S
Body Style	Automatic
Body Type	Sedan
Engine -	
Cylinders	4
Displacement	1.8L
Fuel Type	Gasoline
Carburation	SEFI
Transmission	Automatic Transmission Overdrive
Curb Weight	2550 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

VEHICLE ALLOWANCES

Odometer	144,987	- 194
Options		
Cruise Control	Reported	+ 47
Aluminum/Alloy Wheels	Reported	+ 94
Alarm	Reported	+ 70

Reported* Option(s) added after initial valuation

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard and predominant equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

VEHICLE HISTORY SUMMARY

Experian AutoCheck	No Title Problem Found
Insurance Services Organization/ National Insurance Crime Bureau	1 Record Found
National Highway Traffic Safety Administration	2 Recalls

CCC ONE. MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01



VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	144,987	
Transmission	Automatic Transmission	✓
	Overdrive	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	☐
	Power Locks	✓
	Power Mirrors	✓
	Power Trunk/Gate Release	✓
Decor/Convenience	Air Conditioning	✓
	Climate Control	☐
	Tilt Wheel	✓
	Cruise Control	☐
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
Seating	Cloth Seats	✓
	Bucket Seats	✓
	Reclining/Lounge Seats	☐
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	CD Player	✓
Wheels	Aluminum/Alloy Wheels	☐
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Alarm	☐
Exterior/Paint/Glass	Dual Mirrors	✓
	Body Side Moldings	✓
	Tinted Glass	✓
	Fog Lamps	✓

To the left is the equipment of the loss vehicle that ALLSTATE INSURANCE COMPANY provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

☐ **Additional Equipment** that is not Standard but was noted to be on the loss vehicle.

CCC ONE MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01



VEHICLE INFORMATION

VEHICLE EQUIPMENT

Rear Spoiler



Clearcoat Paint



Other - Cars

California Emissions



CCC ONE MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01



VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes	Value Impact
INTERIOR			
Seats	PRIVATE OWNER	lightly soiled, moderate wear in drivers area with a few burn holes	\$ 0
Carpets	PRIVATE OWNER	lightly soiled with a few burn marks, lightly worn in drivers area	\$ 0
Dashboard	PRIVATE OWNER	console lid broken, storage lid broken, few light scratches and gouges	\$ 0
Headliner	PRIVATE OWNER	lightly scuffed with 2 burn marks	\$ 0
EXTERIOR			
Sheet Metal	PRIVATE OWNER	few dents and dings, no rust, all panels properly aligned	\$ 0
Trim	PRIVATE OWNER	headlamps hazy, window trim cracked	\$ 0
Paint	PRIVATE OWNER	few rock chips and light scratches	\$ 0
Glass	PRIVATE OWNER	few small chips and scratches	\$ 0
MECHANICAL			
Engine	PRIVATE OWNER	belts and hoses firm with minimal wear, oil level normal on dipstick	\$ 0
Transmission	PRIVATE OWNER	fluid slightly discolored	\$ 0
TIRES			
Front Tires	PRIVATE OWNER	lt front 6/32, rt front 5/32, 5.5/32 average, based on new tread depth of 11/32, 5.5/11=50%	\$ 0
Rear Tires	PRIVATE OWNER	rt rear 5/32, lt rear 6/32, 5.5/32 average, based on new tread depth of 11/32, 5.5/11=50%	\$ 0

ALLSTATE INSURANCE COMPANY uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Private Owner condition. These dollar adjustments are based upon interviews with dealerships across the United States.

Total Condition Adjustments \$ 0

CCC ONE MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01

COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Odometer	144,987	150,002	140,236	162,804
Automatic Transmission	✓	✓	✓	x
5 Speed Transmission	x	x	x	✓
Overdrive	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	x	✓	x
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Trunk/Gate Release	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	x	x	x
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	x	x	x
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Keyless Entry	x	x	✓	x
Cloth Seats	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	x	x	x
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✓	✓	✓	✓
Wheel Covers	x	✓	✓	✓
Aluminum/Alloy Wheels	✓	x	x	x
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Alarm	✓	x	x	x
Dual Mirrors	✓	✓	✓	✓
Body Side Moldings	✓	✓	✓	✓
Tinted Glass	✓	✓	✓	✓
Fog Lamps	✓	✓	✓	✓
Rear Spoiler	✓	✓	✓	✓
Clearcoat Paint	✓	x	x	x
California Emissions	✓	✓	✓	✓
List Price		\$ 4,981	\$ 6,691	\$ 6,488

Comp 1 Updated Date: 10/24/2016

2005 Toyota Corolla S Automatic 4

1.8l Gasoline Sefi

VIN 1NXBR32E15Z430267

Dealership North Point Toyota

Telephone (501) 753-0400

Source Autotrader

Stock # 5Z430267

Distance from Jacksonville, AR

8 Miles - North Little Rock, AR

Comp 2 Updated Date: 08/30/2016

2005 Toyota Corolla S Automatic 4

1.8l Gasoline Sefi

VIN 1NXBR32E15Z548366

Dealership North Point Toyota

Telephone (501) 753-0400

Source Autotrader

Stock # 5Z548366

Distance from Jacksonville, AR

8 Miles - North Little Rock, AR

Comp 3 Updated Date: 10/03/2016

2005 Toyota Corolla S Manual 4 1.8l

Gasoline Sefi

VIN 1NXBR32E35Z567498

Dealership Acura Of Memphis

Telephone (888) 993-7640

Source Autotrader

Stock # 6U2376A

Distance from Jacksonville, AR

129 Miles - Memphis, TN

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

The Condition Adjustment sets that comparable vehicle to Private Owner condition, which the loss vehicle is also


ONE MARKET VALUATION REPORT

 Owner: Gilmore, Rachel
 Claim: 000436361489D01


COMPARABLE VEHICLES
Adjustments:

Make/Model/Trim			+ \$ 200
Options	+ \$ 258	+ \$ 141	+ \$ 258
Mileage	+ \$ 124	+ \$ 136	+ \$ 370
Condition ¹	- \$ 990	- \$ 990	- \$ 990

 compared to in the Vehicle Condition
 section.

Adjusted Comparable Value \$ 4,373 \$ 5,706 \$ 6,326

CCC ONE MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01



COMPARABLE VEHICLES



ADDITIONAL COMPARABLE VEHICLES

Source	Vehicle	Price	Adjusted Comparable Value
Comp 4			
Source: Autotrader	2006 Toyota Corolla S	\$ 5,981	\$ 5,393
Steve Landers Toyota Scio	Automatic 4 1.8l Gasoline	(List)	
Little Rock, AR	Sefl		
(855) 832-0847	Odometer: 166,597		
16 Miles From Jacksonville, AR	VIN: 1NXBR32E36Z691031		
	Stock #: 6Z691031		
	Updated Date: 11/01/2016		
Comp 5			
Source: Autotrader	2006 Toyota Corolla S	\$ 8,500	\$ 4,923
Wolfchase Toyota	Automatic 4 1.8l Gasoline	(List)	
Cordova, TN	Sefl		
(901) 377-8000	Odometer: 69,048		
134 Miles From Jacksonville, AR	VIN: 1NXBR32E56Z628464		
	Stock #: 6Z628464		
	Updated Date: 09/29/2016		

Additional Comparable Vehicles are in summary format, but are adjusted the same as those on the previous page.

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

CCC ONE MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01



VALUATION NOTES

This Market Valuation Report has been prepared exclusively for use by ALLSTATE INSURANCE COMPANY; and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Regulations concerning vehicle
value include Arkansas Insurance
Department Rule 43.

CCC ONE MARKET VALUATION REPORT

SUPPLEMENTAL INFORMATION

Owner: Gilmore, Rachel
Claim: 000436361489D01



VEHICLE HISTORY INFORMATION

VINGuard®

VINGuard® Message: VINGuard has decoded this VIN without any errors

ISO Vehicle History:

Number of times reported to ISO:	1
ISO's file number:	H0249305839
Loss date:	11/16/2016
Phone:	6153994825
Claim ref:	0436361489

CCC ONE. MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01

SUPPLEMENTAL INFORMATION



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

CCC provides ALLSTATE INSURANCE COMPANY information reported by Experian regarding the 2005 Toyota Corolla (1NXBR32E05Z412035). This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

LEGEND:

- ✓ No Event Found
- ⊖ Event Found
- ⊞ Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENT CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

INFORMATION FOUND

AutoCheck found additional information on this vehicle. These records will provide more history for this loss vehicle

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

TITLE CHECK

Abandoned	✓ No Abandoned Record Found
Damaged	✓ No Damaged Record Found
Fire Damage	✓ No Fire Damage Record Found
Grey Market	✓ No Grey Market Record Found
Hail Damage	✓ No Hail Damage Record Found
Insurance Loss	✓ No Insurance Loss Record Found
Junk	✓ No Junk Record Found
Rebuilt	✓ No Rebuilt Record Found
Salvage	✓ No Salvage Record Found

EVENT CHECK

NHTSA Crash Test Vehicle	✓ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓ No Frame Damage Record Found
Major Damage Incident	✓ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓ No Odometer Problem Record Found
Recycled	✓ No Recycled Record Found
Water Damage	✓ No Water Damage Record Found
Salvage Auction	✓ No Salvage Auction Record Found

VEHICLE INFORMATION

Accident	✓ No Accident Record Found
Corrected Title	⊞ Corrected Title Record Found
Driver Education	✓ No Driver Education Record Found
Fire Damage Incident	✓ No Fire Damage Incident Record Found
Lease	⊞ Lease Record Found
Lien	✓ No Lien Record Found
Livery Use	✓ No Livery Use Record Found
Government Use	✓ No Government Use Record Found
Police Use	✓ No Police Use Record Found
Fleet	✓ No Fleet Record Found
Rental	✓ No Rental Record Found
Fleet and/or Rental	✓ No Fleet and/or Rental Record Found
Repossessed	✓ No Repossessed Record Found
Taxi use	✓ No Taxi use Record Found
Theft	✓ No Theft Record Found
Fleet and/or Lease	⊞ Fleet and/or Lease Record Found
Emissions Safety Inspection	✓ No Emissions Safety Inspection Record Found
Duplicate Title	✓ No Duplicate Title Record Found

CCC ONE MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 11/21/2016

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
09/13/2004	AR		Independent Source	VEHICLE MANUFACTURED AND SHIPPED TO DEALER
04/21/2005	MONTICELLO, AR	11	Motor Vehicle Dept.	TITLE (Lien Reported)
05/23/2005	MONTICELLO, AR		Motor Vehicle Dept.	TITLE (Lien Reported)
05/23/2005	MONTICELLO, AR		Motor Vehicle Dept.	CORRECTED TITLE
09/19/2005	MONTICELLO, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/29/2006	MONTICELLO, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
01/30/2007	TX	60422	Auto Auction	REPORTED AT AUTO AUCTION
02/22/2007	TX	60422	Auto Auction	AUCTION ANNOUNCED AS FLEET/LEASE
06/05/2007	DOVER, AR	60484	Motor Vehicle Dept.	TITLE (Lien Reported)
06/05/2007	DOVER, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/26/2008	DOVER, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/15/2009	DOVER, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/23/2010	DOVER, AR	131252	Motor Vehicle Dept.	TITLE
07/23/2010	DOVER, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/22/2011	DOVER, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/17/2012	DOVER, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/05/2013	DOVER, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/14/2014	DOVER, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/09/2015	DOVER, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/23/2015	JACKSONVILLE, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/12/2016	JACKSONVILLE, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL

AUTOCHECK TERMS AND CONDITIONS:

CCC ONE MARKET VALUATION REPORT

Owner: Gilmore, Rachel
Claim: 000436361489D01

SUPPLEMENTAL INFORMATION

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These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

CCC ONE. MARKET VALUATION REPORT

SUPPLEMENTAL INFORMATION

Owner: Gilmore, Rachel
Claim: 000436361489D01

NHTSA VEHICLE RECALL

NHTSA Campaign ID : 14V655000

Mfg's Report Date : OCT 20, 2014

Component : AIR BAGS

Potential Number Of Units Affected : 247,000

Summary : Toyota Motor Engineering and Manufacturing (Toyota) is recalling certain model year 2002-2005 Lexus SC and Toyota Sequoia and 2003-2005 Toyota Tundra, Corolla, Corolla Matrix and Pontiac Vibe vehicles that were originally sold, or are currently registered, in high absolute humidity areas of southern Florida, along the Gulf Coast, Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan and American Samoa. The inflators in the front passenger air bags are susceptible to rupture in the event of a crash necessitating the deployment of the front passenger air bag.

Consequence : In the event of a crash necessitating deployment of the front passenger's frontal air bag, the inflator could rupture with metal fragments striking and potentially seriously injuring the passenger seat occupant or other occupants.

Remedy : Toyota will notify owners of affected Toyota and Lexus vehicles and General Motors will notify owners of affected Pontiac Vibe vehicles. Toyota, Lexus, and GM dealers will replace the passenger side air bag inflator, free of charge. If a replacement inflator is not available, as an interim measure, the dealer will disable the front passenger air bag and advise the customer not to use the front passenger seat until a replacement inflator is installed. Toyota will begin its owner notification and remedy of the affected Toyota and Lexus vehicles on or around October 25, 2014. Details on GM's notification and remedy schedule are pending. Owners may contact Toyota customer service at 1-800-331-4331. Pontiac Vibe owners may contact GM at 1-800-521-7300.

Notes : Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov.

The National Highway Traffic Safety Administration has issued 2 safety related recall notices that may apply to the above valued vehicle.

NHTSA Campaign ID : 15V286000

Mfg's Report Date : MAY 13, 2015

Potential Number Of Units Affected : 300,000

Summary : Toyota Motor Engineering & Manufacturing (Toyota) is recalling certain model year 2005-2007 Lexus SC, Toyota Corolla, Corolla Matrix, Sequoia, and Pontiac Vibe, and 2005-2006 Toyota Tundra vehicles that were originally sold, or ever registered, in Florida, along the Gulf Coast, Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan and American Samoa. The inflators in the front passenger air bags are susceptible to rupture in the event of a crash necessitating the deployment of the front passenger air bag.

Remedy : Toyota will notify owners, and dealers will replace the passenger side front air bag, free of charge. Owners may contact Toyota customer service at 1-800-331-4331. Pontiac Vibe owners may contact GM at 1-800-762-2737. Note: This recall is an expansion of recall 14V-655.



Change Manufacturer | Change Year & Model | Change ZIP | Change Options | Values

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Terri Hollingsworth, Circuit/County Clerk
2019-Mar-04 09:16:51
60CV-19-1235
C06D12 : 1 Page

2003 Honda

VTX1800C3 Prices

Values Specifications Special Notes

Values

	Suggested List Price	Low Retail	Average Retail
Base Price	\$12,499	\$2,985	\$3,925

Options (Change)

Total Price	\$12,499	\$2,985	\$3,925
-------------	----------	---------	---------

Make sure you're protected!
Insure your Motorcycle for as low as just \$75/year.*

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Truck deals, pricing and values

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Cycle Trader

2003 Honda VTX1800R VTX ...

Used Cruiser Motorcycle In Jonesboro, AR 72401



1-833-233



Email



Save Listing



DETAILS FROM SELLER

Condition: Used

Year: 2003

Make: Honda

Model: VTX1800R VTX 1800 R

Category: Cruiser

Type: Motorcycle

Location: Jonesboro, AR

Mileage: 11,895

Price: \$4,499

View On The Dealer's Website

DESCRIPTION & COMMENTS

2003 Honda VTX1800R VTX 1800 R, PERFECT VTX1800R WITH LOW MILES AND LOTS OF EXTRAS.

NEW TIRES TOO. ALL SERVICED AND READY TO GO. CALL CARI OR BRENT 870-919-5721

JONESBORO CYCLE AND ATV 2800 FAIR PARK BLVD JONESBORO, AR 72401 870-935-2887 870-935-

2889 FAX PRICE DOES NOT INCLUDE FEES WWW.JONESBOROCYCLE.COM WWW.KAWASAKI.COM

WWW.TEXTRONOFFROAD.COM WWW.KTMUSA.COM WWW.KYMCUSA.COM

WWW.HAMMERHEADOFFROAD.COM

EXHIBIT

4

PERFECT VTX1800R WITH LOW MILES AND LOTS OF EXTRAS. NEW TIRES TOO. ALL SERVICED AND READY TO GO.

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870-935-2887

870-935-2889 FAX

PRICE DOES NOT INCLUDE FEES

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MESSAGE FROM JONESBORO CYCLE & ATV

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Jonesboro Cycle & ATV

1-833-233-7485

2800 Fair Park Blvd

Jonesboro, AR 72401

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Used Toyota Corolla for Sale

Sort by: Relevance: Best Match

Filter Results

New Search

Get the latest
listings by email

Email

Sign Up

7 matches

Save Search

Clear All

X Toyota

X Corolla

X 2005

X S

X Used

Location

Search within

500 miles

72201

Show me cars available for home
deliveryInclude vehicles outside of my search
radius that can be delivered to my home.

New/Used

☐ All ☐ New ☒ Used

☐ Certified Pre-Owned

Year

FEATURED



Steve Landers

GOOD DEAL

FAIR PRICE

GOOD DEAL

★★★★★

(888) 707-3

Dealer Website



Currently in stock:

476 New

102 CPO

2015 Toy...	2013 Toy...	2016 Toy...
486,152	90,251	53,951
12,289	297	51,280
46,844		

EXHIBIT

5

to

Make

☒ Toyota

☐ Acura

☐ BMW

☐ Chevrolet

☐ Ford

☐ Honda

Show all Makes in A-Z

Trim

☒ S

☐ Base or Unknown

☐ CE

☐ LE

Price

Mileage

☒ 150,000 or less (3)

USED ☒ Save ☐ Compare

\$3,699 | 167,689 mi.

2005 Toyota Corolla S

GREAT DEAL

Indianapolis Motor Sports

- (317) 644-1643

★ 4.4 (14 reviews) |

480 mi. from 72201

Ext. Color: White

Int. Color: Gray

Transmission: Automatic

Drivetrain: FWD

 [CARFAX Report](#)

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USED ☒ Save ☐ Compare

\$4,975 | 202,520 mi.

2005 Toyota Corolla S

GOOD DEAL

Toyota of Somerset

- (606) 575-3146

★ 4.9 (746 reviews) |

458 mi. from 72201 |

Authorized Toyota Dealer

Ext. Color: Gray

Int. Color: Black

Transmission: Other /

Unknown

Drivetrain: FWD

 [Free CARFAX Report](#)

[Check Availability](#)

☐ 200,000 or less (5)

☐ 250,000 or less (7)

Deal Rating

☐ GREAT DEAL (1)

☐ GOOD DEAL (4)

Features

☐ Alloy Wheels (1)

☐ Premium Sound System (1)

☐ Rear Seat Entertainment (1)

Body Style >

Exterior Color >

Interior Color >

Drivetrain >

Transmission >

Cylinders >

Photos >

Fuel >

Door Count >

Dealer Ratings >

USED Save Compare

\$4,690 215,081 mi.

2005 Toyota Corolla S

GOOD DEAL

Toyota South - (888) 253-2892

★ 4.9 (377 reviews) |

491 mi. from 72201 |

Authorized Toyota Dealer

Ext. Color: Gray

Int. Color: Other

Transmission: Automatic

Drivetrain: FWD

[Free CARFAX Report](#)

Check Availability

USED Save Compare

\$5,495 151,466 mi.

2005 Toyota Corolla S

GOOD DEAL

Elvis's Autos LLC

- (901) 290-0403

★ 2 (2 reviews) |

140 mi. from 72201

Ext. Color: Blue

Int. Color: Gray

Transmission: Automatic

Drivetrain: FWD

[CARFAX Report](#)

Check Availability

Listing Date



Seller Type



Keywords



USED Save Compare

\$4,950 135,794 mi.

2005 Toyota Corolla S

GOOD DEAL

MJ Auto Broker

- (404) 935-6717

★ 5 (1 reviews) |

455 mi. from 72201

Ext. Color: Blue

Int. Color: Gray

Transmission: Automatic

Drivetrain: FWD



[CARFAX Report](#)

Check Availability

USED Save Compare

\$3,850 122,600 mi.

2005 Toyota Corolla S

Kranthi (Private Seller)

395 mi. from 72201

Ext. Color: White

Int. Color: Brown

Transmission: Automatic

Drivetrain: 4x2/2-wheel drive



[CARFAX Report](#)

Check Availability

JUST ADDED

USED



Save

Compare

Not Priced

120,946 mi.

2005 Toyota Corolla S

Speedway Ford

- (866) 530-1538

★ 5 (176 reviews)

467 mi. from 72201

Ext. Color: Gold

Int. Color: Other

Transmission: Automatic

Drivetrain: FWD



CARFAX Report

Check Availability

Prev

Next

1

20 Per Page

* Title, other fees, and incentives are not included in this calculation, which is an estimate only. Monthly payment estimates are for illustrative purposes only and do not represent a financing offer from the seller. Other taxes may apply. The information on vehicles provided in this service is supplied by the seller or other third parties; Cars.com is not responsible for the accuracy of such information. Cars.com provides this service and materials without representations or warranties of any kind, either expressed or implied. See our terms of service for more details.

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You can select up to 4 to compare.

Ok, Got It!

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS

**JEFF DuPRIEST and
RACHEL GILMORE**

PLAINTIFFS

v.

CASE NO. 60CV-19-1235

ALLSTATE INSURANCE COMPANY

DEFENDANT

**PLAINTIFFS' FIRST SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS TO
DEFENDANT ALLSTATE INSURANCE COMPANY**

Come now Plaintiffs, and for their First Set of Interrogatories and Requests for Production of Documents to Defendant Allstate Insurance Co., states:

INTERROGATORIES

Interrogatory No. 1. Identify each person who answers any of the following interrogatories, and for each person, state: (a) their name, address, and telephone number; (b) by whom employed and job title; (c) basis of the authority to answer; and (d) specific interrogatory by number and subject that person answered.

Interrogatory No. 2. State the name and, if known, the address and telephone number of each individual likely to have discoverable

information—along with the subjects of that information—that you may use to support your claims or defenses.

Interrogatory No. 3. State the number of total loss claims that you settled in Arkansas between February 28, 2014 and the present using the CCC Report.

Interrogatory No. 4. Describe your policies and practices for adjusting total loss automobile claims.

Interrogatory No. 5. State the reason that you use the CCC Report to determine the value of total loss vehicles.

Interrogatory No. 6. State the name, address, and telephone number of each person you expect to call as an expert witness at trial, and for each expert witness, separately state: (a) the subject matter on which the expert is expected to testify; (b) the substance of the facts and opinions to which the expert is expected to testify; and (c) a summary of the grounds for each opinion.

Interrogatory No. 7. Does Defendant, or any of its agents or attorneys, have statements from any witnesses, including any plaintiff or putative class member, regarding the issues that are subjects of this lawsuit? If so, state the

name, address, and telephone number of each such witness, the date of said statement, and whether said statement is written or oral.

Interrogatory No. 8. If you have withheld information or documents that would be responsive to any of these interrogatories or requests for production of documents, describe the nature of the documents, communications, or tangible things not produced or disclosed—and do so in a manner that, without revealing information itself privileged or protected, will enable us to assess the claim.

REQUESTS FOR PRODUCTION

Request for Production No. 1. A copy of your complete claim file.

Request for Production No. 2. A copy of all written contracts with CCC Information Services, Inc. or its affiliates or subsidiaries.

Request for Production No. 3. A copy of any marketing materials provided to you by CCC Information Services, Inc. or its affiliates or subsidiaries.

Request for Production No. 4. Any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action, to indemnify or reimburse for payments made to

satisfy the judgment, or to defend, indemnify, or reimburse you for the costs spent defending this action.

Request for Production No. 5. Any training materials provided to adjusters regarding the use of CCC Information Services, Inc.'s products to settle total loss claims.

Request for Production No. 6. Any document, electronically stored information, or other tangible thing that Defendant intends to use at a deposition of this case.

Request for Production No. 7. Any document, electronically stored information, or other tangible thing that Defendant intends to use at any hearing in this case.

Request for Production No. 8. Any document, electronically stored information, or other tangible thing that Defendant intends to use to support any motion filed in this case.

Request for Production No. 9. Any document, electronically stored information, or other tangible thing that Defendant intends to use at the trial of this case.

Request for Production No. 10. Any statements from Plaintiffs that Defendant or its attorneys have regarding this action or its subject matter.

Request for Production No. 11. Any statements that Defendant or its attorneys have regarding the issues that are the subject of this lawsuit.

Respectfully Submitted,

HOLLEMAN & ASSOCIATES, P.A.

1008 West Second Street

Little Rock, Arkansas 72201

Tel. 501.975.5040

Fax 501.975.5043

By: 

John Holleman, ABN 91056

jholleman@johnholleman.net

Timothy A. Steadman, ABN 2009113

tim@johnholleman.net

Jerry Garner, ABN 2014134

jerry@johnholleman.net

&

Lloyd "Tre" Kitchens, ABN 99075

tkitchens@bradhendricks.com

THE BRAD HENDRICKS LAW FIRM

500 C Pleasant Valley Drive

Little Rock, AR 72227

Telephone (501) 221-0444

CERTIFICATE OF SERVICE.

I, John Holleman, certify that a copy of the preceding Interrogatories and Requests for Production was dispatched on February 28, 2018, to be served by hand delivery simultaneously with a copy of the Summons and Complaint on the following:

Allstate Insurance Co.
124 W. Capitol Ave.
Suite 1900
Little Rock, AR 72201



John Holleman

No. 60CV-19-1235 This summons is for ALLSTATE INSURANCE COMPANY (name of Defendant)

PROOF OF SERVICE

☐ On _____ [date] I personally delivered the summons and complaint to the individual at _____ [place]; or

☐ After making my purpose to deliver the summons and complaint clear, on _____ [date] I left the summons and complaint in the close proximity of the defendant by _____ [describe how the summons and complaint was left] after he/she refused to receive it when I offered it to him/her; or

☐ On _____ [date] I left the summons and complaint with _____, a member of the defendant's family at least 18 years of age, at _____ [address], a place where the defendant resides; or

☒ On 3-5-19 [date] I delivered the summons and complaint to ^{see other} The Corporation Company [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of Allstate Insurance Company [name of defendant]; or

☐ On _____ [date] at _____ [address], where the defendant maintains and office or other fixed location for the conduct of business, during normal working hours I left the summons and complaint with _____

_____ [name and job description]; or

☐ I am the plaintiff or an attorney of record for the plaintiff in this lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.

☐ I am the plaintiff or an attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.

☒ Other [specify]:

Plaintiffs' First Set of Interrogatories and Requests for Production of Documents to Defendant
Allstate Insurance Company

☐ I was unable to execute service because:

My fee is \$ ____.

To be completed if service is by a sheriff or deputy sheriff:

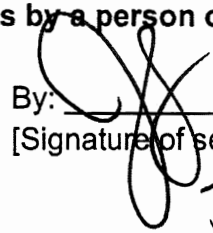
Date: _____ SHERIFF OF _____ COUNTY, ARKANSAS

By: _____
[Signature of server]

[Printed name, title, and badge number]

To be completed if service is by a person other than a sheriff or deputy sheriff:

Date: 3-6-19

By:  _____
[Signature of server]

Jeff Barnett
[Printed name]

Address: _____

Phone: _____

Subscribed and sworn to before me this date: _____

Notary Public

My commission expires: _____

Additional information regarding service or attempted service:

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

**JEFFREY DUPRIEST AND
RACHEL GILMORE**

Plaintiffs,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

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)
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)

Case No:

DECLARATION OF JOEL DeWALL

Pursuant to 28 U.S.C. § 1746, I, Joel DeWall, hereby depose and state as follows:

1. I am over eighteen years of age and make this statement based on personal knowledge.

2. I currently am employed by Allstate Insurance Company as Operations Director of Auto Line Management. My business address is 2775 Sanders Road Northbrook, IL 60062. I have been employed by Allstate Insurance Company since September 1998.

3. Allstate Property and Casualty Insurance Company is an Illinois insurance corporation with its principal place of business in Northbrook, Illinois.

4. As an Operations Director for Allstate Insurance Company, I am familiar with and have knowledge of the business records maintained by Allstate Property and Casualty Insurance Company with regard to the automobile insurance policies issued in Arkansas pertaining to total loss comprehensive and collision claims (“total loss claims”) under those policies and the total loss valuations performed for such total loss claims.

5. Based on my review of the business record data regarding such total loss valuations, for the five year period beginning on February 28, 2014 and ending on March 4, 2019, I estimate

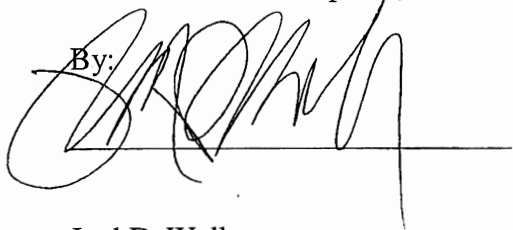
that Allstate Property and Casualty Insurance Company has settled approximately 9,795 total loss claims under Allstate Property and Casualty Insurance Company automobile insurance policies issued in the state of Arkansas with an aggregate valuation of approximately \$81,295,518.24.

6. Allstate's records reveal that Jeffrey DuPriest, at all relevant times, was not insured by Allstate Insurance Company. At the time of his total loss accident, Jeffrey DuPriest was insured by Allstate Property and Casualty Insurance Company and Allstate Property and Casualty Insurance Company adjusted his total loss claim.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON: April 4, 2019

By:

A handwritten signature in black ink, appearing to read 'Joel DeWall', is written over a horizontal line.

Joel DeWall

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

**JEFFREY DUPRIEST AND
RACHEL GILMORE**

Plaintiffs,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

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Case No:

DECLARATION OF KEVIN BOLKEMA

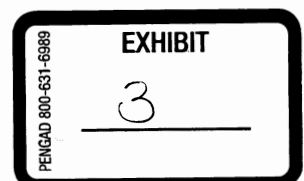
Pursuant to 28 U.S.C. § 1746, I, Kevin Bolkema, hereby depose and state as follows:

1. I am over eighteen years of age and make this statement based on personal knowledge.

2. I am currently employed by Allstate Insurance Company as a Senior Manager for DOI, Regulatory and Legal Support in Auto Claims Line Management Operations. My business address is 2775 Sanders Road, Northbrook, IL 60062. I have been employed by Allstate Insurance Company since September 11, 1978.

3. Allstate Insurance Company is an Illinois insurance corporation with its principal place of business in Northbrook, Illinois.

4. As a Senior Manager for Allstate Insurance Company, I am familiar with and have knowledge of the business records maintained by Allstate Insurance Company with regard to the automobile insurance policies issued in Arkansas pertaining to total loss comprehensive and collision claims ("total loss claims") under those policies and the total loss valuations performed for such total loss claims.



5. Based on my review of the business record data regarding such total loss valuations, for the five-year period beginning on February 28, 2014 and ending on March 4, 2019, I estimate that Allstate Insurance Company has settled approximately 2,443 total loss claims under Allstate Insurance Company automobile insurance policies issued in the state of Arkansas with an aggregate valuation of approximately \$19,207,277.54.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON: March 27, 2019

By:

A handwritten signature in black ink, appearing to read "Kevin Bolkema", is written over a horizontal line.

KEVIN BOLKEMA